EXTENDED MARINE PROTECTION

TOTALCARE

BRUNSWICK
Product Protection
Preserving The Dream

TOTALCARE

BENEFITS AND CONDITIONS

Administrator:*

Brunswick Product Protection Corporation
26125 N Riverwoods Blvd
Suite 500
Mettawa, Illinois 60045
Phone: 800-950-3808
Claims Fax: 866-404-5832
Admin Fax: 866-404-5831
Email: admin@boatwarranty.com

Obligor: **
Consumer Program Administrators, Inc.
175 West Jackson Blvd.
Chicago, Illinois 60604
Phone: 800-752-6265

* For FL and CA, please refer to page 3 for applicable Administrator.
** For AK, AR, CA, FL, MS, NE, OK and WA please refer to page 3 for applicable Obligor.

Table of Contents

Definitions

Extended Service Contract ("Agreement") -The terms and conditions outlined in this TotalCare Service Contract booklet.

Extended Service Contract Holder ("Agreement Holder") -The customer/purchaser as shown on the Registration Page or the person to whom the Agreement was properly transferred.

Administrator -The company responsible for administering this Agreement on behalf of the Obligor, including processing claims and providing customer support.

Administrator in all states except FL and CA: Brunswick Product Protection Corporation

Administrator in FL: Brunswick Product Protection Corporation of Florida, License: #60119

Administrator in CA: Brunswick Product Protection Corporation, DBA Brunswick Corporation Insurance Services, License: #6016177

All located at 26125 N Riverwoods Blvd, Suite 500, Mettawa, IL 60045, Phone: 800-950-3808, Fax: 866-404-5831, Email: admin@boatwarranty.com, Claims Email: claims@boatwarranty.com

Obligor -The entity who agrees to reimburse the reasonable cost for the repair or replacement of a Covered component due to a Mechanical Breakdown.

Obligor in all states except AK, AR, CA, FL, MS, NE, OK and WA: Consumer Program Administrators, Inc.

In AK, AR, MS, and NE: National Product Care Company
In CA: Motor Warranty Services of North America, California License #0E40891
In FL and OK: Automotive Warranty Services of Florida, Inc., Florida License #60023, Oklahoma License #44198051
In WA: ServicePlan, Inc.

All located at 175 West Jackson Blvd., Chicago, Illinois 60604, Toll-Free: 800-752-6265

Issuing Dealer -The marine dealership where the customer purchased the Watercraft and the Agreement.

Coverage -The TotalCare Protection Package indicated on the Registration Page at the time of delivery/purchase and submitted to the Administrator with the appropriate payment.

Mechanical Breakdown -The failure of a covered component to perform that function for which it was designed, due to defects in material or the faulty workmanship in its manufacturing. Breakdown does not include the gradual reduction in operating performance caused by wear or pre-mature wear, when a failure has not occurred.

Registration Page -The numbered document completed by the Issuing Dealer at the time of purchase, with a copy given to the Agreement Holder, that forms part of this Agreement. It lists information regarding the Agreement Holder, Watercraft/engines, Issuing Dealer, Delivery Date and other vital information.

Original Equipment Manufacturer ("OEM") -The manufacturer of the Watercraft components covered by the Agreement.

OEM Authorized Repair Facility -A shop or service center authorized by the Watercraft, engine, or component manufacturer to repair or service its products.

Watercraft -The boat and engine(s) as indicated on the Registration Page.

New Watercraft -Any Watercraft that is sold and registered to its first owner while still covered by the OEM's engine warranty period. TotalCare coverage must be purchased no later than 11 months after the watercraft delivery date.

Agreement Effective Date -The OEM in-service date of the first owner of the Watercraft as registered with the OEM. This date must be used as the Delivery Date on the Registration Page.

Delivery Date -The date the original Agreement Holder or original owner takes delivery of the Watercraft as specified on the Registration Page by the Issuing Dealer.

Deductible -All covered repairs made under this agreement are subject to a $100 deductible per claim. If repairs are performed and submitted from the watercraft's selling dealer and/or affiliates, the deductible will be reduced to $50.

Term of the Agreement -The period of time indicated on the Registration Page beginning on the new Agreement Effective Date. This Agreement is not renewable.

Watercraft Purchase Price -The final cost to the Agreement Holder for their New Watercraft, inclusive of any dealer-installed aftermarket components as indicated on the Registration Page.

Tier -Tier listed in the Registration Page corresponding to the Watercraft Purchase Price.

To the Owner

Congratulations on the purchase of your Watercraft and the TotalCare Extended Service Contract. We wish you years of enjoyment and worry-free boating.

This booklet describes the protection the Agreement Holder has under the TotalCare Agreement. Subject to all the Terms of this Agreement, the Obligor agrees with the Agreement Holder as follows:

Watercraft Eligibility Statement

Only a “New Watercraft” as defined in the Terms of this Agreement is eligible for TotalCare Protection.

A Personal Watercraft is not eligible for TotalCare Protection.

Manufacturer Warranty Statement

For parts the manufacturer already covers, TotalCare Coverage begins after any applicable manufacturer coverage ends.

For parts **never covered by a manufacturer’s warranty**, TotalCare Coverage covers those parts **during the Agreement Term**, unless excluded elsewhere in this booklet.

If the manufacturer’s warranty is void on the purchase date or becomes void later, Administrator will not provide Coverage that the manufacturer would have provided **until the original manufacturer warranty period would have ended.** Administrator will still provide any other Coverage available under this Agreement, unless excluded.

TotalCare Protection Benefits

When TotalCare protection is purchased as indicated on the Registration Page, the Obligor will reimburse any Mechanical Breakdown of your Watercraft except items listed in the **“Exclusions & Limitations (What’s Not Covered)”** section, less the Deductible.

Surcharges

If the Watercraft includes any of the equipment listed below, it must be disclosed on the Registration Page, and the required surcharge must be paid at the time of the Agreement purchase date for the coverage to apply:

- Diesel Engine(s)
- Multiple Engine(s)
- Air Conditioning Chiller System
- Generator
- Gyro-Stabilizer

Claim Payment Benefits

The following shop supplies, items, tests, and benefits are covered on approved claims.

Lubricants	Clamps	Taxes
Coolants	Filters	Lake Test
Belts	Hoses	Sea Trial
Spark Plugs	Engine Tuning	Shop Supplies

Service Assist, Hoist/Haul Out, Access Labor

In the event of a covered Mechanical Breakdown, the Agreement provides for reimbursement of Service Assist, Hoist/Haul Out, and Access Labor as defined below.

Service Assist, Hoist/Haul Out, and Access Labor benefits begin on the Watercraft Delivery Date and can be utilized during the OEM's warranty period.

Each benefit can be applied once per claim occurrence and must be performed by an OEM authorized marine repair facility.

Service Assist

On-water towing, dockside repair call, pick-up/delivery or like services, if necessary, to perform the covered repair.

Reimbursement will be for up to a maximum of three (3) hours of the posted shop labor rate not to exceed $300.

Hoist/Haul Out

Haul Out, hoisting, blocking, if necessary, to perform the covered repair. Reimbursement will be $20 per foot of Watercraft length not to exceed $1,000.

Access Labor

The removal of decks, bulkhead, furniture, wall paneling, generator, or similar to access a covered component for a covered repair. Reimbursement up to a maximum of five (5) hours of the posted shop labor rate not to exceed $750.

Access Labor is assessed on a case-by-case basis. Administrator reserves the right to adjust approved access labor benefit upon claim review.

Transfer Provision

All of the benefits of this Agreement can be transferred one time, from the first owner of the Agreement to the second owner of the Watercraft. The second Watercraft owner must submit a transfer form, a copy of the bill of sale with the sale date and payment of $50 ($40 in Florida) to the Administrator within thirty (30) days of the change in ownership of the Watercraft. Incomplete forms will not be processed and the Agreement will be void. No transfer is valid until received and accepted by the Administrator. This Agreement may not be transferred to any entity in the business of selling or leasing Watercrafts. Transferred Agreements are non-cancelable. Transfer forms can be obtained from the Administrator by calling 800-950-3808.

Limit of Liabiilty

Limit of Liability

Agreement Holder limits: Tier (based on Watercraft Purchase Price) sets the **maximum total Obligor will pay** for all covered claims during the Agreement Term (Tier Limit of Liability). Some systems also have Sub-Cap limits, which **are part of – not in addition to – the Tier Limit**, and apply per system. See table and examples below.

Tier	Watercraft Purchase Price	Limit of Liability
Tier 1	$0-$49,999	$20,000
Tier 2	$50,000-$99,999	$30,000
Tier 3	$100,000-$149,999	$40,000
Tier 4	$150,000-$199,999	$50,000
Tier 5	$200,000-$299,999	$75,000
Tier 6	$300,000-$399,999	$100,000
Tier 7	$400,000-$599,999	$150,000
Tier 8	$600,000-$799,999	$200,000
Tier 9	$800,000-$999,999	$250,000
Tier 10	$1,000,000+	$300,000

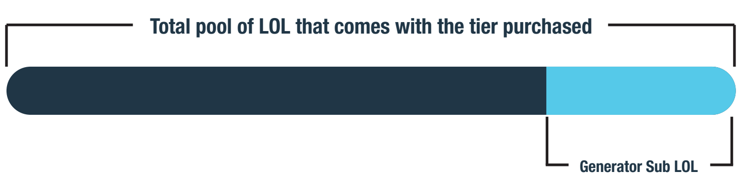
Sub-Cap Limit of Liability

Failures pertaining only to the following systems are subject to a sub-cap Limit of Liability, which is a part of the assigned tier Limit of Liability as indicated on the agreement Registration Page. Claims reimbursed for Air Conditioning Chiller System, Generator, and Gyro-Stabilizer are per system and subject to the sub-cap limit of liability listed below:

- Air Conditioning Chiller System: $50,000
- Generator: $25,000
- Gyro-Stabilizer: $20,000

Example: Agreement Holder is in **Tier 9** (**$250,000** Tier Limit). Agreement Holder also has a Generator (**$25,000 sub-cap**).

— Across the entire Agreement, Obligor won't pay more than **$250,000 total** in approved claims. Within that, Obligor won't pay more than **$25,000** for approved **Generator** claims.



Important Information

Reimbursement

TotalCare Protection Components and Labor: All approved claims will be reimbursed at the OEM's suggested retail price for the component(s). If damaged beyond repair, the OEM remanufactured pricing will be used for reimbursement when OEM remanufactured parts are offered. Labor charges will be reimbursed using the posted shop labor rate of the repair facility/service department per the OEM's flat rate allowances.

For Engine Labor Charges: If the engine manufacturer does not publish a flat rate time for the repairs, another engine manufacturer's flat rate will apply for the reimbursement of labor charges.

For Non-engine Components: If the OEM does not have a published flat rate time, the claim will be reimbursed for up to a maximum of one (1) hour for the labor charges.

At the Obligor option, replacement parts used in covered repairs may include new, re-manufactured or non-original equipment manufactured parts.

Additional Approved Claim Reimbursement

OEM's Lifetime/Term Replacement Warranty: If a component is replaced or covered by the OEM, the approved claim for the covered component will be reimbursed by the OEM at the OEM's replacement cost, if any. Labor charges not reimbursed by the OEM, if any, will be reimbursed using the posted shop labor rate of the repair facility/service department per the OEM's flat rate allowances and per the terms and conditions of this Agreement.

Diagnostic/Teardown Time Charges: Only qualify for reimbursement if specifically included in the flat rate times published by the OEM.

Shop Supplies: 5% of the total labor charges, not to exceed $25 per claim occurrence.

Taxes: Charges only qualify for reimbursement if applicable under state law.

Lubricants and Coolants: Charges only qualify for reimbursement if necessary, as part of a covered repair and applicable to the damaged engine/accessory component(s).

Important Information

General Provisions

Where The Agreement Holder Is Covered

This Agreement applies only to Mechanical Breakdowns occurring within the territorial waters of the continental United States of America, Alaska, Hawaii, Puerto Rico, and Canada. **Mechanical Breakdowns occurring outside of the territorial waters listed are not eligible for reimbursement.**

Agreement Limitations

All Watercraft or accessory units with less than one year's OEM warranty are excluded from Coverage. This Agreement provides only the benefits specified in this Agreement booklet and does not cover any components, services or benefits on excluded components. There is no Coverage for any failure, either express or implied, for any component(s) listed in the Exclusions & Limitations (What's Not Covered) section. The Obligor's liability for incidental and consequential damages, including but not limited to property damage, loss of described Watercraft or from the breach of any implied warranties arising by operation by law, is expressly excluded. All costs in excess of the Agreement Reimbursement Policy are the responsibility of the Agreement Holder. The remedies described in this booklet are the sole and exclusive remedies provided by this Agreement.

Other than as set forth herein, there are no other warranties either express or implied under this Agreement. All other warranties, either express or implied, including implied warranties of fitness and merchantability are expressly excluded.

Loss of Use

Neither the Administrator nor the dealer or the Obligor shall have any responsibility for loss of use of the Watercraft, loss of time, inconvenience or consequential damages.

Entire Agreement

This Agreement represents the entire Agreement between the Agreement Holder and the Obligor. No agent has the authority to change this Agreement or to waive any of its provisions. No other written or oral statement applies to this Agreement. No Coverage will be provided for any issued Agreement if any information that was provided to the Administrator by any party regarding the Agreement is determined to be false, misleading or omitted.

Administrator reserves the right to request documentation validating the Watercraft Purchase Price listed in the Registration Page.

Right of Removal

The Agreement Holder agrees to allow the Administrator the right of removal of the Watercraft in the event of any dispute or conflict between the Administrator and the repair facility/service department or the Agreement Holder.

Dispute Resolution - Arbitration

This Agreement requires binding arbitration if there is an unresolved dispute between You and Us and or the Selling Store concerning this Agreement (including the Cost of, lack of or actual repair or replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where You live. Notwithstanding this arbitration provision, You are not prohibited from bringing an action in Small Claims Court to resolve Your dispute.

General Provisions (continued)

The Consumer Arbitration Rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. To start arbitration, either You or We must make a written demand to the other party for arbitration. You may make written demand directly to Us at P.O. Box 802746, Chicago, Illinois 60680-2746, Attn: Law Department. This demand must be made within one year of the earlier of: I. The date the Breakdown occurred or the date the dispute arose, or II. The applicable statute of limitations period if that period is longer.

One mutually agreed upon arbitrator will be identified. We will advance to you all or part of the fees of the AAA and of the arbitrator. The arbitrator may otherwise allocate these fees. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. In the event either party files a claim(s) against the other, resulting in a ruling that a portion of this Agreement is unenforceable, the portion of this Agreement that has been ruled to be unenforceable shall be severed, and the

remaining provisions shall be enforced. However, if the portion of the Agreement that was ruled to be unenforceable is or includes the above waiver of class action rights, then this Agreement shall be unenforceable in its entirety.

Insurance Policy

This Agreement is not an insurance contract. The obligations of the Obligor under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois, 60604. In the event the Obligor ceases to operate, is bankrupt or otherwise financially impaired or the Agreement Holder’s valid claim is not paid within sixty (60) days after proof of loss has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206

Cancellation Provision

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement Price will be made. After thirty (30) days or if a claim has been incurred, the refund will be calculated based upon 90% of the unearned pro-rata premium, less all claims paid.

In the event the Obligor exercises their right of cancellation, at anytime, the refund will be calculated based upon 100% of the unearned pro-rata premium, less all claims paid.

The lien holder will be named on the refund check when financing has been provided for the purchase of the Agreement. The lien holder will be the sole payee on the refund check if the cancellation is a result of repossession or total loss.

Transferred Agreements do not qualify for a refund.

All refunds will be handled by the Issuing Dealer. If Issuing Dealer goes out of business, please contact Administrator for next steps. Phone: 800-950-3808 | Email: admin@boatwarranty.com

Agreement Holder's Guidelines

How to file a Claim

If the Agreement Holder suspects a Mechanical Breakdown, the Agreement Holder should use reasonable care and diligence in the operation of the engine or accessory component to prevent further damage.

1. **Bring Watercraft** in to **Issuing Dealer** or an **OEM-authorized repair facility within 30 days of Mechanical Breakdown.**
2. **Authorize diagnosis/teardown** so the service department can identify the cause of failure and prepare **an itemized estimate and submit to Administrator for review.**
3. **The service department must get Administrator's authorization before repairs start.** Administrator reserves the right to inspect the failed component(s) and prior service records before authorization and up to 30 days after authorization. Administrator reserves the right to assume ownership of the component(s) replaced under this Agreement for up to 30 days after authorization.

ALL CLAIMS MUST BE SUBMITTED IN WRITING BEFORE AGREEMENT EXPIRATION DATE AND SUBMITTED FOR PAYMENT WITHIN 30 DAYS OF THE MECHANICAL BREAKDOWN. CLAIMS SUBMITTED AFTER THE EXPIRATION DATE OF THE AGREEMENT WILL BE INELIGIBLE FOR COVERAGE UNDER THIS AGREEMENT.

Agreement Holder's Responsibilities

The Agreement Holder's Watercraft should be serviced in accordance with the recommendations in the owner's manual. These regular services are essential to ensure the proper operation of the Agreement Holder's Watercraft and are required to keep the Agreement valid throughout the term of the Agreement Holder's Agreement. To keep this Agreement in force, the Agreement Holder must comply with the following requirements:

1. **The Agreement Holder must have the Watercraft or accessory unit serviced as specified by the OEM, to include all maintenance and off-season storage procedures as listed in the OEM owner/operator manual. Diesel air cleaners, turbo chargers and fuel injectors must be maintained per the OEM's minimum standards. Receipts showing dates and services performed and/or materials purchased must be retained and furnished to the repair facility/service department and the Administrator in the event of a claim. Any OEM updates and/or modifications performed must be accompanied by the corresponding receipts.**
2. **Use only OEM recommended oils, filters, additives, grease and fuel.**
3. **Report all Mechanical Breakdowns to the Administrator within thirty (30) days of the date of failure.**
4. **Assume all costs/charges for items not covered or in excess of the Agreement Reimbursement Policy.**
5. **Replace bellows/boots per the OEM's specifications as regular maintenance of the unit.**

Service Department Guidelines

How to File a Claim

A. Obtain authorization from the Agreement Holder to inspect and/or teardown the Watercraft or accessory unit to determine the cause of failure.

B. Prepare an itemized estimate of repairs. Include the following information on the estimate:

1. Agreement number
2. Agreement Holder's name
3. Description of Watercraft: year, make, model, hull identification number, engine size
4. Date of Failure
5. Description of complaint
6. Cause and corrective action required
7. Component numbers and prices
8. Warranty flat rate times and codes
9. Posted hourly shop labor rate

C. Authorization must be obtained from the Administrator prior to beginning any repairs covered by this Agreement. All claims will be processed, IN WRITING, by the Administrator. Claim checks are processed weekly for all authorized claims.

D. The Administrator reserves the right to inspect the failed component(s) and prior service records before authorization and for up to 30 days after the authorization date.

E. The Administrator reserves the right to assume ownership of any components replaced under this Agreement for up to 30 days from the authorization date of all claims.

F. All claims must be filed with the Administrator, in writing, prior to the expiration of the Agreement and must be completed and submitted for payment within thirty (30) days of the Mechanical Breakdown.

ALL CLAIMS MUST BE SUBMITTED IN WRITING BEFORE AGREEMENT EXPIRATION DATE AND SUBMITTED FOR PAYMENT WITHIN 30 DAYS OF THE MECHANICAL BREAKDOWN. CLAIMS SUBMITTED AFTER THE EXPIRATION DATE OF THE AGREEMENT WILL BE INELIGIBLE FOR COVERAGE UNDER THIS AGREEMENT.

Exclusions & Limitations (What's Not Covered)

THIS AGREEMENT DOES NOT COVER ANY FAILURE, BREAKDOWN, OR DAMAGE CAUSED BY, DUE TO, RESULTING IN OR RESULTING FROM THE FOLLOWING REGARDLESS OF THE CAUSE:

1. **ANY FAILURE OCCURRING DURING THE OEM OR SUPPLIER'S WARRANTY PERIOD (REGARDLESS OF WHETHER THE OEM OR SUPPLIER IS AN ONGOING ENTITY), OR ANY FAILURE THE OEM OR SUPPLIER HAS ANNOUNCED IT WILL CORRECT THROUGH ANY SERVICE BULLETIN OR RECALL NOTICE WILL NOT BE COVERED.**
2. **COMPONENTS NOT COVERED:**

Category	Components
Engine	ACP Anti-Corrosion System, All exhaust system components to include Manifolds, Gaskets, Risers, Riser extension kit, O-rings, Bellows, Elbows, Plate Kits, Y-Pipes, Mufflers, Catalyst(s), Shutters, Flappers and Thru Hull System, Anodes, Engine raw water pump/ impeller , Mercathode, Propellers
Accessory	Air conditioning raw water pumps, Batteries, Bilge pump(s), Bilge pump float switch, CO monitors, Fire extinguishers, Fire protection system components, Gas tanks, Rigid ballast tanks, Waste system holding tanks, Water tanks
Other	Aluminum framing/T-top tubing and railing, Anchor chains/ropes, Anchors, Cabinets, Canvas, Countertops, Drain plugs, Emblems, Fiberglass, Fiberglass molded parts, Foam or carpeted flooring/ decking, Furniture, Gel coat, Isinglass, Marble, Mirrors, Pontoon tubes/logs, Paint, Stickers/decals, Teak, Tonneau covers, Trailer wheels/tires, Upholstery, Vinyl seat skins, Window glass, Window seals, Windows, Windshields, Wood furnishings

3. **CONDITIONS AND USES NOT COVERED:**
   - A. **ANY MULTIPLE ENGINE(S), DIESEL ENGINE(S), AIR CONDITIONING CHILLER SYSTEM, GENERATOR, AND/OR GYRO-STABILIZER COMPONENTS IF NOT REGISTERED ON AGREEMENT REGISTRATION PAGE AND ACCOMPANYING SURCHARGE(S) IS NOT PAID.**
   - B. **IMPROPER TIMING, POOR QUALITY OR CONTAMINATED FUEL, LUBRICANTS, GREASE, FLUIDS OR LEAN FUEL MIXTURE**
   - C. **INCREASED OIL CONSUMPTION**
   - D. **LACK OF NECESSARY OR PROPER AMOUNTS OF LUBRICANTS OR COOLANTS**
   - E. **TWISTED PROP SHAFT(S) SPLINES OR DRIVE SHAFT SPLINES**
   - F. **LACK OF PROPER MAINTENANCE, IMPROPER WINTERIZATION OR OFF-SEASON STORAGE PROCEDURES**
   - G. **WATER INGESTION AND/OR WATER INTRUSION**
   - H. **REFACING OF VALVES AND/OR VALVE SEATS**
   - I. **BETTERMENT: COMPONENTS AND LABOR CHARGES THAT ARE RECOMMENDED BUT NOT NECESSARY TO CORRECT THE COVERED BREAKDOWN**

3. CONDITIONS AND USES NOT COVERED (CONTINUED):

    J. INCIDENTAL OR CONSEQUENTIAL DAMAGE

    K. ANY COVERED COMPONENT THAT FAILS, RESULTING FROM THE FAILURE OF A NON-COVERED COMPONENT

    L. ANY COMPONENT(S) IS ALTERED OR MODIFIED AFTER THE AGREEMENT EFFECTIVE DATE

    M. ANY COMPONENT(S) THAT ARE NOT EITHER FACTORY OR DEALERSHIP INSTALLED ON OR BEFORE AGREEMENT PURCHASE DATE, AND REFLECTED IN THE WATERCRAFT PURCHASE PRICE DOCUMENTED IN REGISTRATION PAGE

    N. THE WATERCRAFT IS USED FOR RACING, RENTAL, GOVERNMENT, TOURNAMENT FISHING, CHARTER, COMMERCIAL PURPOSES OR GENERATING REVENUE AFTER THE AGREEMENT EFFECTIVE DATE

    O. A MECHANICAL BREAKDOWN EXISTED PRIOR TO, OR WAS CAUSED BY, A CONDITION WHICH EXISTED PRIOR TO THE AGREEMENT PURCHASE DATE

    P. MISUSE, ABUSE, NEGLECT

    Q. ACCIDENTS, COLLISION, GROUNDING, SUBMERSION, IMPACT

    R. CORROSION, DETERIORATION, PERMEATION, WEATHERING, ROTTING, ELECTROLYSIS, RODENTS, ZEBRA MUSSELS, BARNACLES, MARINE GROWTH

    S. WATER, FREEZING, EXPLOSION, FIRE, SMOKE, FOREIGN MATERIALS

    T. ACTS OF GOD

4. COSTS AND CHARGES NOT COVERED:

    A. LABOR CHARGES ABOVE THE OEM'S FLAT RATE ALLOWANCES

    B. LABOR RATES ABOVE THE DEALER'S POSTED SHOP LABOR RATES

    C. ADDITIONAL CHARGES FOR NO LONGER AVAILABLE (NLA) COMPONENTS OR DELAYED REPAIRS

    D. COMPONENT CHARGES ABOVE OEM'S SUGGESTED RETAIL PRICING

    E. COMPONENT/LABOR COSTS IN EXCESS OF SUBLET REPAIR INVOICES

    F. STORAGE CHARGES, MILEAGE CHARGES, TRAVEL TIME, AIRFARE, SHIPPING, HANDLING, FREIGHT

    G. POLLUTION, CLEAN UP, EPA CHARGES OR FINES

    H. LOSS OF USE, LODGING, MEALS, TRANSPORTATION, DOCKING, ELECTRICITY, TARIFFS, LIABILITY INSURANCE CHARGES OR INCONVENIENCE, ADMINISTRATIVE/PROCESSING FEES

    I. ACCESS LABOR CHARGES IN EXCESS OF SPECIFIED ACCESS LABOR BENEFIT. ACCESS LABOR IS SUBJECT TO ADMINISTRATOR REVIEW

Special State Requirements/Disclaimers

This Agreement is amended and the language below governs if you purchased this Agreement in a state listed below:

Alaska

The **Cancellation Provision** is amended as follows:

Regardless of who cancels this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not made to the Agreement Holder within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive a written notice five (5) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is: nonpayment of the Agreement Price, fraud or material misrepresentation by Agreement Holder.

The Obligor may only cancel this Agreement:

If there has been a material misrepresentation or fraud on the Agreement purchase date or when filing a claim under this Agreement; If the Agreement Holder is convicted of a crime that results in an increase in the risk covered under this Agreement;

If the Obligor discovers an act of omission by the Agreement Holder after the Agreement purchase date that substantially and materially increases the risk covered under this Agreement;

If the Agreement Holder does not pay the Agreement Price;

Or for substantial breach of duties by Agreement Holder relating to the use of the Approved Watercraft.

The **General Provisions** section **"Insurance Policy"** is amended as follows: Sixty (60) days is deleted and replaced with thirty (30) days.

Alabama

The **Dispute Resolution – Arbitration Provision** is amended as follows: All references to Illinois are changed to Alabama.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Agreement Holder cancels this Agreement after thirty (30) days or if a claim has been incurred, the refund will be calculated based on 100% of the unearned pro-rata premium. Any references to "less claims paid" are deleted.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation.

This notice shall state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement Price or material misrepresentation by the Agreement Holder to the Obligor, relating to the Watercraft or its use.

Arizona

Under How to File a Claim, Agreement Holder's Guidelines is added:

4. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

The **General Provisions** section **"Dispute Resolution – Arbitration"** is amended as follows:

Notwithstanding the Arbitration provision, You have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.). You can file a complaint with the D.I.F.I. against a Service Company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I., at phone number 602-364-3100.

The **Cancellation Provision** is amended as follows:

References to "less all claims paid" are deleted.

If the Agreement Holder cancels this Agreement after thirty (30) days or after a claim has been incurred, the refund will be calculated based on 100% of the unearned pro-rata premium.

The **Exclusions & Limitations (What's Not Covered)** section is amended as follows:

3. CONDITIONS AND USES NOT COVERED: O. A MECHANICAL BREAKDOWN EXISTED PRIOR TO, OR WAS CAUSED BY, A CONDITION WHICH EXISTED PRIOR TO THE DELIVERY DATE OR EFFECTIVE DATE OF THIS AGREEMENT, EXCEPT IF SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR OUR SUBCONTRACTORS.

Exclusion 3. CONDITIONS AND USES NOT COVERED: O. is amended to include: **WHILE OWNED BY THE AGREEMENT HOLDER**.

Special State Requirements/Disclaimers

Arkansas

The **Cancellation Provision** is amended as follows:

References to “less all claims paid” are deleted.

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is: nonpayment of the Agreement Price, material misrepresentation or substantial breach of duties by Agreement Holder.

A claim against the provider may include a claim for return of the unearned provider fee.

California

Administrator in California:

Brunswick Product Protection Corporation

DBA Brunswick Corporation Insurance Services

26125 N. Riverwoods Blvd, Suite 500 Mettawa, IL 60045

Phone : 800-950-3808, Fax : 866-404-5831

Email : claims@boatwarranty.com, admin@boatwarranty.com

CA License #6016177

The **Registration Page** is amended as follows:

The sentence “No Agreement is valid until one copy of this signed Registration Page and dealer remittance is received and accepted by the Administrator within 30 days of purchase.” is deleted in its entirety.

The **Agreement** price may either be paid in full or financed with the purchase of this **Watercraft**. Other payment options may be available.

Any reference to “Mechanical Breakdown” within the entire Agreement is deleted and replaced by “Covered Failure.”

Agreement Holder’s Guidelines is amended as follows:

Any references to repair facility are deleted and replaced with Any licensed repair facility.

Agreement Holder’s Responsibilities is amended as follows:

The Agreement Holder’s Watercraft should be serviced in accordance with the recommendations in the owner’s manual, provided when You purchase Your Watercraft.

The **General Provisions** section **“Agreement Limitations”** is deleted in its entirety and replaced with:

All Watercraft or accessory units with less than one year’s OEM warranty are excluded from Coverage. This Agreement provides only the benefits specified in this Agreement booklet and does not cover any components, services or benefits not expressly listed herein or loss except as provided in this Agreement. There is no Coverage for any failure, either express or implied, for any component(s) not listed in this Agreement. The Obligor’s liability for incidental and consequential damages, including but not limited to property damage, loss of described Watercraft or from the breach of any implied warranties arising by operation by law, is expressly excluded.

In the event the Labor rate exceeds amounts in this Agreement and You request to have the Vehicle moved to another Repair Facility We will provide free transportation to Your chosen licensed Repair Facility or allow repairs at Your chosen licensed Repair Facility at the higher labor rate.

All costs in excess of the Agreement Reimbursement Policy are the responsibility of the Agreement Holder. The remedies described in this booklet are the sole and exclusive remedies provided by this Agreement.

Other than as set forth herein, there are no other warranties either express or implied under this Agreement. All other warranties, either express or implied, including implied warranties of fitness and merchantability are expressly excluded.

The **General Provision** section **“Right of Removal”** is deleted in its entirety.

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Special State Requirements/Disclaimers

California (continued)

The **General Provisions** section **"Dispute Resolution – Arbitration"** is deleted in its entirety and replaced with:

NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this Service Contract shall be subject to mandatory, non-binding arbitration. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

The **Cancellation Provision** is deleted and replaced with the following:

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels within the first sixty (60) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made.

After sixty (60) days or if a claim has been incurred, a pro-rata refund of the unused time will be made. The pro-rata refund will be calculated by multiplying the Agreement price by the percentage of the unused time compared to the total time of the Agreement period, less an administrative fee of $25 or ten (10%) percent, whichever is less.

No administrative fee will be charged for cancellations within the first sixty (60) days of purchase.

If the Obligor cancels this Agreement, the Obligor will mail the Agreement Holder written notice. If the Obligor cancels within 60 days of the Agreement Effective Date, the notice will be postmarked before the 61st day after the Agreement Effective Date. Any notice shall provide: a) the effective date of cancellation, which will not be less than 5 days after the postmark of the date of notice, and b) the specific reason for cancellation. If the reason for cancellation is due to fraud or material misrepresentation, the notice shall contain the specific nature of such fraud or misrepresentation. If the Obligor cancels this Agreement, the refund, if any, will be paid within 30 days of the date of cancellation. If the Agreement Holder has reported a claim to the Obligor, prior to the cancellation date, the claim will be adjudicated according to the terms and conditions of the Agreement.

The Obligor may cancel this Agreement for any reason within sixty (60) days of the Agreement Effective Date. If the Obligor cancels this Agreement during the first sixty (60) days and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement price will be made.

After sixty (60) days, the Obligor may cancel this Agreement:

- If there has been a material misrepresentation or fraud; or
- If Agreement Holder does not pay Agreement price.

If the Obligor cancels this Agreement after sixty (60) days or if a claim has been incurred, a pro-rata refund of the unused time will be made. The pro-rata refund will be calculated by multiplying the Agreement price by the percentage of the unused time compared to the total time of the Agreement period. If this **Agreement** is canceled due to fraud, material misrepresentation, or **Your** failure to pay the **Watercraft Purchase Price**, the refund will be calculated as the cancellation date will be the date of such fraud, misrepresentation, or nonpayment is discovered by **Us**. If the Agreement is canceled by the Obligor, no administrative fee will be charged.

The **General Provisions** section **"Insurance Policy"** is deleted in its entirety and replaced with:

Performance to the Agreement Holder under this Agreement is guaranteed by a California approved insurance company.

The Agreement Holder may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after the Agreement Holder's request. The name and address of the insurance company is: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If the Agreement Holder is not satisfied with the insurance company's response, contact the California Department of Insurance at 1-800-927-4357 or access their website at www.insurance.ca.gov.

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California (continued)

Exclusions & Limitations (What's Not Covered) is amended as follows:

3. CONDITIONS AND USES NOT COVERED: O. THIS AGREEMENT DOES NOT PROVIDE COVERAGE FOR A MECHANICAL BREAKDOWN THAT EXISTED PRIOR TO THE AGREEMENT EFFECTIVE DATE OR THAT IS CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE AGREEMENT EFFECTIVE DATE. THIS EXCLUSION APPLIES ONLY TO THE SPECIFIC MECHANICAL BREAKDOWN OR COMPONENT AFFECTED BY THE PRE-EXISTING CONDITION. THE PRESENCE OF A PRE-EXISTING CONDITION DOES NOT CANCEL, VOID, OR OTHERWISE LIMIT THE REMAINDER OF THIS AGREEMENT, AND COVERAGE WILL CONTINUE TO APPLY TO ALL OTHER COVERED MECHANICAL BREAKDOWNS THAT OCCUR DURING THE TERM OF THIS AGREEMENT THAT ARE NOT RELATED TO THE PRE-EXISTING CONDITION.

3. CONDITIONS AND USES NOT COVERED: B. CONTAMINATION MEANS UNINTEDED PRESENCE OR INTRODUCTION OF CONTAMINANTS.

Colorado

The following language is added to the **General Provisions** section **"Insurance Policy"**: Insurance Policy #2634.

Connecticut

The Coverage afforded by this Agreement is still available should the Term of the Agreement lapse while the Agreement Holder's Watercraft is in the custody of the Issuing Dealer or OEM Authorized Repair Facility for a covered repair.

Under To the Owner section, Service Assist is amended as follows: Any amount over the reimbursement limit would need to be paid by the Agreement Holder.

The following language is added to the **General Provisions** section **"Dispute Resolution - Arbitration"**:

If the Obligor and the Agreement Holder are unable to resolve any disputes arising under this Agreement the State of Connecticut has established process to settle disputes arising from service contracts as outlined in R.C.S.A. §§ 42-260-1 to 5. If the Agreement Holder purchases this Agreement in Connecticut, to initiate the process the Agreement Holder must first submit a written complaint which may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Agreement Price, the cost of repair of the product and a copy of this Agreement.

The **Cancellation Provision** is amended as follows:

The sentence "The original Agreement Holder..." is revised to read: The original Agreement Holder may cancel this Agreement at any time for any reason.

The Agreement Holder may cancel this Agreement in the event the Watercraft is returned, sold, lost, stolen or destroyed.

District of Columbia

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of cancellation. After thirty (30) days or if a claim has been incurred, the

refund will be based upon 100% of the unearned pro-rata premium, less all claims paid.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation. The notice shall state the effective date and reason for cancellation. Prior notice is not required if the reason for cancelation is: nonpayment of the Agreement Price, fraud or material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer's parts is permitted.

Florida

The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

Under How to File a Claim, **Agreement Holder's Guidelines** 1. is amended as follows:

The thirty (30) day time period for bringing a Watercraft in to Issuing Dealer or an OEM-Authorized Repair Facility is replaced with ninety (90) days of Mechanical Breakdown.

Under How to File a Claim, Agreement Holder's Guidelines and **Service Department Guidelines** are amended as follows: The thirty (30) day time period for filing a claim after a Mechanical Breakdown is replaced with ninety (90) days.

The **General Provisions** section **"Dispute Resolution – Arbitration"** is deleted in its entirety.

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Florida (continued)

The **General Provisions** section **“Insurance Policy”** is amended as follows:

The sentence “This Agreement is not an insurance contract.” is deleted in its entirety.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within sixty (60) days of the Agreement Effective Date, a 100% refund of the Agreement Price will be made less any claims paid. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer, Administrator or Obligor. If the Agreement Holder cancels this Agreement after sixty (60) days, a 90% refund of the unearned pro-rata premium will be made, less any claims paid.

The Obligor may cancel this Agreement for any reason within sixty (60) days of the Agreement Effective Date. After sixty (60) days, the Obligor may cancel this Agreement for the following reasons only: 1) Material misrepresentation or fraud by the Agreement Holder at the time of sale; 2) Failure of the Agreement Holder to maintain the Watercraft as prescribed by the manufacturer; 3) Nonpayment of premium by the Agreement Holder; 4) The odometer has been tampered with and the Agreement Holder has failed to repair the odometer. If the Obligor cancels this Agreement, the Obligor will mail the Agreement Holder written notice by certified mail at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. If the Obligor cancels this Agreement within sixty (60) days of the Agreement Effective Date, a 100% refund of the gross premium will be made less any claims paid on the Agreement. After sixty (60) days, a pro-rata refund of the unused time will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata premium less any claims paid on this Agreement.

The **Transfer Provision** section is deleted in its entirety and replaced with the following:

All of the benefits of this Agreement can be transferred one time, from the first owner of the Agreement to the second owner of the Watercraft. The second Watercraft owner must submit a transfer form, a copy of the bill of sale showing the sale date and payment of $40 in US funds only to the Administrator within thirty (30) days of the change in ownership of the Watercraft. Incomplete forms will not be processed and the Agreement will be void. No transfer is valid until received and accepted by the Administrator. This Agreement may not be transferred to any entity in the business of selling or leasing Watercrafts.

Transferred Agreements are non-cancelable. The transfer form can be obtained from the Administrator by calling 800-950- 3808.

Transferred Agreements do not qualify for a refund.

Reimbursement Provision is amended to include: **Re-manufactured replacement parts may be used when available.**

Georgia

The **General Provisions** section **“Dispute Resolution – Arbitration”** is deleted in its entirety.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date a 100% refund of the Agreement Price will be made. After thirty (30) days the refund will be calculated based upon 90% of the unearned pro-rata premium less all claims paid.

If the Obligor cancels this Agreement, the Obligor will mail the Agreement Holder written notice at least thirty (30) days prior to the effective date of cancellation for fraud, material misrepresentation and if the Agreement Holder does not pay the Agreement Price. In the event the Obligor exercises their right of cancellation, the refunds will be calculated based upon 100% of the unearned pro-rata premium, less any claims paid.

Should the Obligor fail to refund the unearned consideration, the Agreement Holder has the right to receive the refund directly from Virginia Surety Company, Inc. This Agreement shall be non-cancelable by the Obligor except for fraud, material misrepresentation or failure to pay the Agreement Price.

The **Exclusions & Limitations (What’s Not Covered)** section is amended by deleting:

3. CONDITIONS AND USES NOT COVERED: O. MECHANICAL BREAKDOWN EXISTED PRIOR TO, OR WAS CAUSED BY, A CONDITION WHICH EXISTED PRIOR TO THE DELIVERY DATE.

3. CONDITIONS AND USES NOT COVERED: L. is deleted and replaced with: L. ANY COMPONENT(S) ALTERED OR MODIFIED BY THE AGREEMENT HOLDER TO WITH THE AGREEMENT HOLDER’S KNOWLEDGE AFTER THE AGREEMENT EFFECTIVE DATE.

Special State Requirements/Disclaimers

Hawaii

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer's parts is permitted.

Idaho

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

Under How to File a Claim, Agreement Holder's Guidelines is added:

4. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

Indiana

The **General Provisions** section **"Dispute Resolution – Arbitration"** is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where you reside.

This Agreement is not subject to the Indiana Insurance Law.

The Agreement Holder's proof of payment to the Obligor of this Agreement shall be considered proof of payment to Virginia Surety Company, Inc., which guarantees the obligation of Virginia Surety Company, Inc to the Agreement Holder, providing such insurance was in effect at the time this Agreement was purchased.

Iowa

The Agreement Holder can contact the Administrator at 800-950-3808 for questions concerning a claim and/or obtaining prior authorization for repairs.

This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

If the Agreement Holder has questions regarding the Agreement, the Agreement Holder may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315-1000.

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

4. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Agreement to the Issuing Dealer. If the Agreement Holder cancels this Agreement after thirty (30) days or if a claim has been incurred, the refund will be based upon 100% of the unearned pro-rata premium, less all claims paid. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice at least fifteen (15) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

Louisiana

This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the Attorney General.

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

4. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

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Louisiana (continued)

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen

(15) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

Massachusetts

NOTICE TO PURCHASER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS AGREEMENT.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

Maine

The **General Provisions** section **"Dispute Resolution – Arbitration"** is deleted in its entirety.

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

4. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. If this Agreement is cancelled within thirty (30) days, the refund will include any applicable sales tax. If the Agreement Holder cancels this Agreement after thirty (30) days the refund will be calculated based upon 100% of the unearned pro-rata premium, less all claims paid. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice at least fifteen (15) days prior to cancellation. This notice shall state the effective date and reason for cancellation.

The use of non-original manufacturer's parts is permitted.

Maryland

This Agreement is extended automatically when the provider fails to perform the services under the Agreement. The Agreement does not terminate until the services are provided in accordance with the terms of the Agreement.

The Definition section, "Mechanical Breakdown" is amended as follows: The failure of a listed covered component to perform that function for which it was designed, due to defects in material or the faulty workmanship in its manufacturing.

Breakdown includes the gradual reduction in operating performance caused by wear or pre-mature wear, when a failure has not occurred. At the Obligor option, replacement parts used in covered repairs may include new, re-manufactured or non-original equipment manufactured parts.

The **Additional Approved Claim Reimbursement** section is amended as follows: **"Diagnostic/Teardown Time Charges"** is deleted and replaced with the following: Only qualify for reimbursement if the repairs are covered under this Agreement.

The **General Provisions** section **"Dispute Resolution – Arbitration"** is amended as follows: All references to Illinois are changed to Maryland. If the Obligor breaches any duties under this Agreement, the Agreement Holder may file an action in any court of competent jurisdiction.

The **General Provisions** section **"Insurance Policy"** is amended as follows:

In the event the Obligor ceases to operate, is bankrupt or otherwise financially impaired or the Agreement Holder's valid claim or cancellation refund is not paid within sixty (60) days after proof of loss or cancellation has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. P.O. Box 802746, Chicago, Illinois 60680-2747

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

Michigan

If performance under this Agreement is interrupted because of a strike or work stoppage at the Selling Store or Repair Facility, the Agreement Term shall be extended for the period of the strike or work stoppage.

Minnesota

The **General Provisions** section **"Dispute Resolution – Arbitration"** is amended as follows: Any arbitration shall take place in the state where You reside or at any other place agreed to in writing by the Agreement Holder and Obligor.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement, a ten (10%) penalty per month shall be added to a refund that is not made within forty five (45) days of cancellation. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice at least fifteen (15) days prior to cancellation. If the reason for cancellation is nonpayment of the Agreement Price, a material misrepresentation by the Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use, This notice will be sent five (5) days prior to cancellation. This notice shall state the effective date and reason for cancellation.

Missouri

This Agreement contains an Arbitration Provision. It limits certain of the Agreement Holder's rights, including the Agreement Holder's right to obtain relief or damages through court action.

The Definition section "Obligor" is amended to change the term "Obligor" to "Provider."

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Provider cancels this Agreement, the Agreement Holder will receive written notice forty-five (45) days prior to cancellation. A claim against the Provider may include a claim for return of the unearned Provider fee.

The use of non-original manufacturer's parts is permitted.

Montana

The **Cancellation Provision** is amended as follows:

If the Provider cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer's parts is permitted.

Nevada

The following is added to this Agreement:

The use of refurbished, reconditioned, or non-original manufacturer's parts is permitted. The transfer fee in Nevada is $25.

In the event You are not satisfied with the manner in which the Obligor handles the claim, You may file a complaint with the Nevada Division of Insurance by calling 888-872-3234.

The **Exclusions & Limitations (What's Not Covered)** section 3. L. is deleted and replaced with: **L. ANY COMPONENT(S) THAT IS ALTERED OR MODIFIED AFTER THE AGREEMENT EFFECTIVE DATE. However, if the Watercraft is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Agreement.**

3. CONDITIONS AND USES NOT COVERED: O. is deleted and replaced with **O. A MECHANICAL BREAKDOWN EXISTED PRIOR TO, OR WAS CAUSED BY, A CONDITION WHICH EXISTED PRIOR TO THE DELIVERY DATE KNOWN BY THE AGREEMENT HOLDER.**

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Nevada (continued)

The General Provisions section **"Dispute Resolution – Arbitration"** is amended as follows: All references to Illinois are replaced with Nevada.

The **Cancellation Provision** is deleted and replaced with the following:

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this

Agreement within thirty (30) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement Price will be made. If the Agreement Holder cancels this Agreement, within thirty (30) days a ten percent (10%) penalty for each thirty (30) day period or portion thereof and any accrued penalties remain unpaid shall be added to a refund that is not made within forty-five (45) days of cancellation. After thirty (30) days or if a claim has been incurred, the refund will be calculated based upon 100% of the unearned pro-rata premium.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation.

The Obligor may cancel this Agreement for any reason within seventy (70) days of the Agreement Effective Date. After seventy (70) days, the Obligor may cancel this Agreement:

• If the Agreement Holder does not pay the Agreement Price;

• If the Agreement Holder is convicted of a crime that results in an increase in the risk covered under this Agreement;

• If there has been a material misrepresentation or fraud by Agreement Holder at the time of sale of this Agreement or when filing a claim under this Agreement; or

• If the Obligor discovers an act of omission by the Agreement Holder, or a violation by the Agreement Holder of any terms or conditions of this Agreement, after the Agreement Effective Date, that substantially and materially increases the risk covered under this Agreement.

In the event the Obligor exercises their right of cancellation, at any time, the refund will be calculated based upon 100% of the unearned pro-rata Agreement Purchase Price.

• A material change in the nature or extent of the required service or repair which occurs after the Agreement Effective Date and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the Agreement was issued or sold.

•The Agreement Holder authorizes that refunds will be paid to the lienholder if any, up to the amount of the Agreement Holder's outstanding balance, otherwise, the refund will be paid to the Agreement Holder.

In the event the Obligor exercises their right of cancellation, at any time, the refund will be calculated based upon 100% of the unearned pro-rata Agreement Purchase Price. The Agreement Holder authorizes that refunds will be paid to the lienholder if any, up to the amount of the Agreement Holder's outstanding balance, otherwise, the refund will be paid to the Agreement Holder.

Transferred Agreements do not qualify for a refund.

New Hampshire

The following wording is added:

In the event the Agreement Holder does not receive satisfaction under this Agreement, the Agreement Holder may contact the New Hampshire Insurance Department:

New Hampshire Insurance Department

21 South Fruit St., Suite 14, Concord, NH 03301

Phone: 603-271-2261

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with:

Consumer Program Administrators, Inc., d.b.a. Consumer Warranty Program Administrators,

P.O. Box 802746, Chicago, Illinois 60680-2747

The following language is added to the **General Provisions** section **"Dispute Resolution – Arbitration:"**

All arbitration or dispute resolution in New Hampshire is subject to and will not impede any consumer rights as provided for under New Hampshire RSA 542.

The **General Provisions** section **"Insurance Policy"** is deleted and replaced with:

This Agreement is not an insurance contract. The obligations of the Obligor under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., P.O. Box 802746, Chicago, Illinois 60680-2747. In the event the Obligor fails to pay or provide service, ceases to operate, is bankrupt or otherwise financially impaired or the Agreement Holder's valid claim is not paid within sixty

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New Hampshire (continued)

(60) days after proof of loss has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

The **Cancellation Provision** is amended as follows:

References to “less all claims paid” are deleted. The sentence “After thirty (30) days or if a claim has been incurred, the refund will be calculated based upon 90% of the unearned pro-rata premium” is deleted.

New Jersey

The following is added to this Agreement:

The use of refurbished, reconditioned, or non-original manufacturer’s parts is permitted.

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Provider cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation or omission by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

New Mexico

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not made within sixty (60) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation.

The Obligor may cancel this Agreement for any reason within the first seventy (70) days of the Agreement Effective Date. After seventy

- (70) days, the Obligor may cancel this Agreement:
- If the Agreement Holder does not pay the Agreement Price;
- If the Agreement Holder is convicted of a crime that results in an increase in the risk covered under this Agreement;
- If there has been a material misrepresentation or fraud at the time of sale of this Agreement or when filing a claim under this Agreement; or
- If the Obligor discovers an act of omission by the Agreement Holder, or a violation by the Agreement Holder of any terms or conditions of this Agreement, after the Agreement Effective Date, that substantially and materially increases the risk covered under this Agreement.

The use of non-original manufacturer’s parts is permitted.

New York

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer’s parts is permitted.

North Carolina

The **Cancellation Provision** is amended as follows:

This Agreement shall be non-cancelable by the Obligor except in the case of nonpayment by the Agreement Holder or a violation of the Agreement by the Agreement Holder.

Special State Requirements/Disclaimers

Oklahoma

The **Transfer Provision** section is amended as follows:

The sentence "Transferred Agreements are non-cancelable." is removed in its entirety.

The **General Provisions** section **"Dispute Resolution – Arbitration"** is deleted in its entirety.

Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

The following wording is added:

This Agreement is not issued by the manufacturer or a wholesale company marketing the product. This Agreement will not be honored by such manufacturer or wholesale company.

The **Cancellation Provision** is deleted in its entirety and replaced with:

The Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement, the refund will be calculated based upon 90% of the unearned pro-rata provider fee less all claims paid. In the event the Obligor exercises their right of cancellation, at anytime, the refund will be calculated based upon 100% of the unearned pro-rata provider fee. The lien holder will be named on the refund check when financing has been provided for the purchase of the Agreement. The lien holder will be the sole payee on the refund check if the cancellation is a result of repossession or total loss.

All refunds will be handled by the Issuing Dealer.

Oregon

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

D. In the event that a Mechanical Breakdown occurs when the Administrators offices are closed, the Agreement Holder may initiate the repair(s) prior to the Administrator's authorization. However, the Agreement Holder must notify the Administrator as soon as possible when the Administrator's office opens. The Administrator will only reimburse the costs if the Agreement Holder complies with the Administrator's documentation requirements and the repair arose from a Mechanical Breakdown covered under the terms and conditions of the Agreement.

The **General Provisions** section **"Dispute Resolution - Arbitration"** is deleted in its entirety.

South Carolina

In the event of a dispute with the Obligor of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467. The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice fifteen (15) days prior to cancellation. This notice must state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation or omission by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

The use of non-original manufacturer's parts is permitted.

Texas

The Administrator is Brunswick Product Protection Corporation, Texas Provider #192.

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with:

Consumer Program Administrators, Inc.,

d.b.a. The Administrators of Consumer Programs

P.O. Box 802746, Chicago, Illinois 60680-2747

If the Agreement Holder has any complaints or questions concerning the regulation of this Agreement you may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 800-803-9202 (within TX only).

(continued on next page)

Texas (continued)

The **Insurance Policy** provision is deleted and replaced with the following:

This Agreement is not an insurance contract. The obligations under this Contract are insured by a policy of insurance issued by Virginia Surety Company, Inc., P.O. Box 802746, Chicago, Illinois 60680-2747. In the event any covered service is not provided to the Agreement Holder by the Obligor before the 61st day after the proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date on which the contract is canceled; the Agreement Holder may apply directly to Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice five (5) days prior to cancellation. This notice must state the effective date and the reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, fraud or material misrepresentation by Agreement Holder, or a substantial breach of duties by the Agreement Holder relating to the Watercraft or its use.

Utah

Payment for this Agreement may be paid in full either by Agreement Holder or financed with the Watercraft loan or lease. The following wording is added:

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. Under **How to File a Claim, Agreement Holder's Guidelines** is added:

4. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

The **How to File a Claim** section is also amended as follows:

Utah residents are not limited to filing claims within thirty (30) days for reimbursement consideration.

The sentence "ALL CLAIMS MUST BE" is deleted in its entirety and replaced by the following: **If a Mechanical Breakdown occurred within the Term of the Agreement and the claim was not submitted until after the expiration date of the Agreement, the claim will be eligible for coverage under this Agreement.**

The **General Provisions** section **"Dispute Resolution – Arbitration"** is deleted in its entirety and replaced with the following:

ANY MATTER IN DISPUTE BETWEEN THE AGREEMENT HOLDER AND THE OBLIGOR MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULE OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE OBLIGOR. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH THE AGREEMENT HOLDER AND THE OBLIGOR. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

The **General Provisions** section **"Insurance Policy"** is deleted in its entirety and replaced with the following:

This Agreement is not an insurance contract. The obligations of the Obligor under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc.,, P.O. Box 802746, Chicago, Illinois 60680-2747. In the event the Obligor ceases to operate, is bankrupt or otherwise financially impaired or any Agreement Holder's claim is not paid within sixty (60) days after proof of loss has been filed, the Agreement Holder may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 800-209-6206.

The **Cancellation Provision** is amended as follows:

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice ten (10) days prior to cancellation for non- payment of the Agreement Price and thirty (30) days prior to cancellation for any other acceptable reason.

The Obligor may cancel this Agreement at any time for any of the reasons listed below:

- If the Agreement Holder does not pay the Agreement Price;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer reasonably has foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

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Utah (continued)

The Exclusions & Limitations (What's Not Covered) section **3. CONDITIONS AND USES NOT COVERED: O**. is deleted and replaced with

3. O. A MECHANICAL BREAKDOWN EXISTED PRIOR TO, OR WAS CAUSED BY, A CONDITION WHICH EXISTED PRIOR TO THE DELIVERY DATE KNOWN BY THE AGREEMENT HOLDER.

The use of non-original manufacturer's parts is permitted.

Vermont

The **"Dispute Resolution – Arbitration Provision"** is amended as follows: All references to Illinois are changed to Vermont. The **General Provisions** section **"Insurance Policy"** is amended as follows:

In such event, Virginia Surety Company, Inc. shall pay on behalf of the Obligor any sums the Obligor is legally obligated to pay and shall provide the service which the Obligor is legally obligated to perform under the service contracts issued or sold by the Obligor.

Virginia

If any promise made in this Agreement has been denied or has not been honored within 60 days after the Agreement Holder's request, the Agreement Holder may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington

The **Agreement Holder's Responsibilities** is deleted and replaced with:

The Agreement Holder's Watercraft should be serviced in accordance with the recommendations in the owner's manual. These regular services are essential to ensure the proper operation of the Agreement Holder's Watercraft:

1. **The Agreement Holder must have the Watercraft or accessory unit serviced as specified by the OEM, to include all maintenance and off-season storage procedures as listed in the OEM owner/operator manual. Diesel air cleaners, turbo chargers and fuel injectors must be maintained per the OEM's minimum standards. Receipts showing dates and services performed and/or materials purchased must be retained and furnished to the repair facility/service department and the Administrator in the event of a claim. Any OEM updates and/or modifications performed must be accompanied by the corresponding receipts.**
2. **Use only OEM recommended oils, filters, additives, grease and fuel.**
3. **Report all Mechanical Breakdowns to the Administrator within thirty (30) days of the date of failure.**
4. **Assume all costs/charges for items not covered or in excess of the Agreement Reimbursement Policy.**
5. **Replace bellows/boots per the OEM's specifications as regular maintenance of the unit.**

The **Cancellation Provision** is amended as follows:

If the Agreement Holder cancels this Agreement, a ten percent (10%) penalty shall be added to a refund that is not made within thirty (30) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice twenty-one (21) days prior to cancellation. This notice must state the effective date and the true and actual reason for cancellation

The **General Provisions** section **"Dispute Resolution – Arbitration"** is amended as follows: Nothing in the section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this contract. All arbitrations will be held in the county in which You maintain Your permanent residence. All references to Illinois are changed to Washington.

The **General Provisions** section **"Insurance Policy"** is deleted in its entirety and replaced by the following: This

Agreement is not a contract of insurance. The obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor.

Under **How to File a Claim, Agreement Holder's Guidelines** is added:

4. In the event that a Mechanical Breakdown occurs when the Administrator's offices are closed, the Agreement Holder can proceed with repairs, but payment will be made in accordance with the other provisions of this Agreement.

Special State Requirements/Disclaimers

Wisconsin

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

This Agreement is not a contract of insurance. This is an Agreement as regulated under Wisconsin Law and as referend in the Federal Public Law #93-637.

Under **How to File a Claim** and the **Agreement Holder's Guidelines**, the paragraph after 3. is deleted in its entirety and replaced with the following:

ALL CLAIMS MUST BE FILED WITH THE ADMINISTRATOR, IN WRITING, PRIOR TO THE EXPIRATION OF THE AGREEMENT. MECHANICAL BREAKDOWNS OCCURRING AFTER THE EXPIRATION OF THE AGREEMENT WILL NOT BE HONORED. ALL CLAIMS MUST BE SUBMITTED FOR PAYMENT TO THE ADMINISTRATOR AS SOON AS REASONABLY POSSIBLE.

Under **How to File a Claim** and the **Service Department Guidelines**, the paragraph after F. is deleted in its entirety and replaced with the following:

ALL CLAIMS MUST BE FILED WITH THE ADMINISTRATOR, IN WRITING, PRIOR TO THE EXPIRATION OF THE AGREEMENT. MECHANICAL BREAKDOWNS OCCURRING AFTER THE EXPIRATION OF THE AGREEMENT WILL NOT BE HONORED. ALL CLAIMS MUST BE SUBMITTED FOR PAYMENT TO THE ADMINISTRATOR AS SOON AS REASONABLY POSSIBLE.

The **General Provisions** section **"Dispute Resolution – Arbitration"** is deleted in its entirety.

The **Cancellation Provision** is deleted in its entirety and replaced with the following:

The original Agreement Holder may cancel this Agreement at any time. To cancel, the Agreement Holder must provide written notice to the Issuing Dealer. The cancellation is effective the day it is received by the Administrator. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date and the Agreement Holder has not incurred a claim, a 100% refund of the Agreement Price will be made. If the Agreement Holder cancels this Agreement within thirty (30) days of the Agreement Effective Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of cancellation. After thirty

(30) days, or if a claim has been incurred, the refund will be calculated based upon 100% of the unearned pro-rata provider fee, less any claims paid.

In the event the Obligor exercises their right of cancellation, at anytime, the refund will be calculated based upon 100% of the unearned pro-rata provider fee. If the Obligor cancels this Agreement, the Agreement Holder will receive written notice at least five (5) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. The Obligor may cancel this Agreement:

- If there has been a material misrepresentation by the Agreement Holder;
- For substantial breach of duties by the Agreement Holder relating to the use of the covered Watercraft; or
- If Agreement Holder does not pay the Agreement Price.

The lien holder will be named on the refund check when financing has been provided for the purchase of the Agreement. The lien holder will be the sole payee on the refund check if the cancellation is a result of repossession or total loss. In the event Your Watercraft is declared a total loss, You may cancel the Agreement and receive a pro-rata refund of the Agreement Price, less any claims paid.

Under the **General Provisions** section, the **Agreement Holder's Responsibilities**, is amended as follows:

Sentence #3 is deleted in its entirety and replaced with the following:

3. Report all covered Mechanical Breakdowns to the Administrator as soon as reasonably possible. The use of non-original manufacturer's parts is permitted.

Wyoming

The **General Provisions** section **"Dispute Resolution – Arbitration"** is deleted in its entirety.

The **Cancellation Provision** is amended as follows:

A ten percent (10%) penalty per month shall be added to the Agreement Holder's refund that is not made within forty-five (45) days of cancellation.

If the Obligor cancels this Agreement, the Agreement Holder will receive written notice ten (10) days prior to cancellation. This notice shall state the effective date and reason for cancellation. Prior notice is not required if reason for cancellation is nonpayment of the Agreement Price, material misrepresentation by Agreement holder, or a substantial breach of duties by the Agreement Holder, relating to the Watercraft or its use.

The use of non-original manufacturer's parts is permitted.